

EXHIBIT A

THIS FORM DEVELOPED BY:
Fred A. Morrison
McLin & Burnsed P.A.
FILLED IN BY:
Bill Wiley, AICP
Community Development Director
City of Leesburg

Annexation

(Leesburg Moose Lodge)

RESERVED FOR RECORDING

THIS AGREEMENT entered into as of the 15th day of JANUARY, 2011, between **THE CITY OF LEESBURG, FLORIDA**, P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as the "City," and Leesburg Moose Lodge #1271 whose address is 1512 S.R. 44 West Leesburg, FL 34748 hereafter referred to as the "Developer,".

WITNESSETH:

That Developer owns the real property legally described on Exhibit "B" attached, and has applied to annex that property (hereafter referred to as the "Property") into the City. The parties have entered into this Agreement to set forth certain understandings between them regarding how the Property is to be developed, and which party will be responsible for various expenses connected to the use and development of the Property, if it is annexed into the City and subsequently developed.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and of the consideration being given by the City to annexation of the Property into its municipal limits, as well as other good and valuable considerations, receipt whereof is hereby acknowledged, the parties do hereby agree as set forth below:

1. To incorporate Exhibit "C" Leesburg Moose Lodge #1271 (7 acres), the SPUD (Small Planned Unit Development) Agreement dated November 18, 2010, or as maybe subsequently amended, in to this Annexation Agreement.

2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of the following utility infrastructure and other improvements related to the use and development of the Property, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. Developer shall dedicate on the plat, or otherwise grant to the City, free of liens or encumbrances other than those which are duly subordinated, easements for water, reuse water, and sewer lines and all other utilities mentioned herein, and shall upon approval of the lines by the City, convey title to all utility lines and related infrastructure (such as, but not limited to lift stations) to the City by deed, bill of sale or other appropriate document. The City shall not be obligated to accept for maintenance any utility lines, roads or other items constructed by the Developer which do not meet the specifications and requirements pertaining thereto as set forth in applicable laws, rules and regulations in effect at the time of construction.

A. All interior roads, together with such turning lanes, acceleration and deceleration lanes, traffic signals, signs, striping, and other road

improvements, on site or off site, as are necessary to the efficient handling of the traffic to be generated by the proposed development of the Property, and to meet the concurrency requirements imposed by law. Roads and other public thoroughfares within the Property shall be dedicated to the public on the plat or in some other manner, unless Developer desires and intends that the roads remain private, in which case the plat, recorded restrictions or other appropriate documents shall contain notice to all purchasers of land within the Development that they, and not the City, will be responsible for maintenance of the roads.

- B. All supply lines for potable water service to each residential, commercial or industrial unit constructed on the Property. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's potable water system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development.
- C. Separate water supply lines to carry treated wastewater ("Reuse Water") to be utilized for irrigation and other purposes for which the use of Reuse Water is approved by applicable laws, rules and regulations. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's reuse water system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development.
- D. Natural gas lines to supply each structure constructed on the Property with natural gas. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's natural gas supply system at the nearest location where there is a supply line of sufficient size to serve the needs of the proposed development. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- E. Wastewater lines and any necessary lift stations to convey wastewater from each structure on the Property to the City's wastewater treatment system. This shall include the responsibility to construct such off site lines as are necessary to hook the Property onto the City's wastewater treatment system at the nearest location where there is a collection line of sufficient size to serve the needs of the proposed development.
- F. Electrical transmission lines shall be placed underground to serve each structure on the Property. If the Property is not within the City's electrical service area, the requirement to convey the electrical supply lines to the City shall not apply, however Developer shall still be required to dedicate easements sufficient in size and location for the placement, maintenance, repair, upgrade and improvement of the electrical supply system by the utility in whose service area the Property is located.
- G. Fiber optic cables to serve each structure constructed on the Property with data and other services capable of transmission over such lines. Provided, however, this requirement is only applicable if the City's fiber optic cable system is available adjacent to the Property at the time of construction/improvement plan approval by the City.

- H. If in its discretion the City desires to have any of the foregoing utility lines oversized for any reason, such as but not limited to serving future development, it may require Developer to install the oversized lines but the City shall pay the difference in cost between the lines which would have been adequate to serve the Property, and the cost of the oversized lines required by the City.

3. At the time of building permit approval, or other time as specified by City or Lake County ordinance, Developer shall pay all applicable impact fees, connection charges, or other legally adopted fees and costs required by the City or Lake County.

4. Nothing in this Annexation Agreement shall be construed to exempt the Developer or the Property from any requirements imposed by the City code or other applicable laws, rules and regulations regarding any permits or approvals necessary for the anticipated development of the Property, including but not limited to, platting, building permits, zoning or conditional use permits or amendments to the Future Land Use Element of the Comprehensive Plan as required for the uses to which Developer proposes to put the Property, site plan approvals, or other permitting requirements imposed by local, state or federal government, or any agency thereof.

5. Developer understands and acknowledges that by entering into this Annexation Agreement, the City is not committing to approve any aspect of the proposed development of the Property, or to do any other act which requires public hearings or approval by the City Commission or other agency or body of the City such as the Planning Commission. All decisions regarding zoning, land use, permitting, and other such approvals, must be made by the body having jurisdiction over such decision under applicable law, and in accordance with all public hearing and participation requirements now or hereafter in effect. This Annexation Agreement shall not be effective, nor shall it be binding on either party, until such time as the Property has been duly annexed into the municipal limits of the City in accordance with all applicable requirements including notice to surrounding property owners and public hearings which are in accordance with Florida Statutes, and the City's Code of Ordinances. The City does not, by negotiation of this Annexation Agreement with the Developer, intend to commit itself to annex the Property, and shall not be obligated to do so. However, if the City denies Developer's petition to annex the Property into its municipal limits, this Annexation Agreement shall become void and of no force or effect once the decision of the City Commission to deny the petition to annex has become final and is no longer subject to appeal.

6. Venue for any action or proceeding arising under this Annexation Agreement shall be in Lake County, Florida. This Annexation Agreement shall be construed in accordance with the laws of Florida. In the event of any litigation arising under this Annexation Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees at both the trial and appellate levels, in addition to any other relief obtained.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to set their hands and seals to this Annexation Agreement.

WITNESSES:

Michael Miller
MICHAEL MILLER

Type or print name of witness

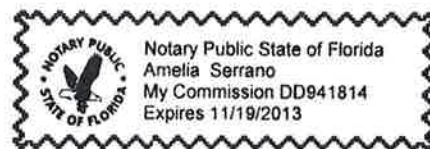
George Hart
GEORGE HART

Type or print name of witness

DEVELOPER:

BY: Raymond Yeadon
Raymond Yeadon, Acting Administrator
Leesburg Moose Lodge #1271

STATE OF FLORIDA
COUNTY OF LAKE



BEFORE ME, the undersigned Notary Public, Raymond Yeadon, Acting Administrator, Leesburg Moose Lodge #1271, personally appeared before me and acknowledged on the 12th day of JANUARY, 2011, that he executed the foregoing instrument in said capacity. He is {CHECK ONE} ☒ personally known to me, or else who ☒ produced D.L. V350734482280 as identification.

Amelia Serrano
NOTARY PUBLIC

DD 941814
Commission Number

Amelia Serrano
Type or print name of Notary

11/19/2013
Commission Expiration Date

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

Attest: _____
CITY CLERK

Approved as to form and content:

CITY ATTORNEY

**STATE OF FLORIDA
COUNTY OF LAKE**

BEFORE ME, the undersigned Notary Public, personally appeared _____, as Mayor, and _____, as City Clerk, who appeared personally before me and acknowledged on the _____ day of _____, 2011, that they executed the foregoing instrument on behalf of the CITY OF LEESBURG, FLORIDA, and who were either {CHECK ONE} ☐ personally known to me, or else who ☐ produced _____ as identification.

NOTARY PUBLIC

Commission Number

Type or print name of Notary

Commission Expiration Date

Exhibit "B"

LEGAL DESCRIPTION

Parcel 1

That part of the Northwest 1/4 of the Northeast 1/4 and that part of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the intersection of the Southerly line of the right of way of State Road No. 44 with the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, run South 67°40'48" East along the Southerly line of said right of way 9.72 feet to a concrete monument being hereby designated as Point "A"; continue thence South 67°40'48" East along the Southerly line of said right of way 384.22 feet to a concrete monument marking the point of curvature of a curve concave to the North having a radius of 3869.83 feet; thence Easterly along said curve 38.28 feet to a concrete monument; thence South 12°28'42" West 315.24 feet to a concrete monument and the point of beginning of this description. From said point of beginning, run North 67°34'55" West 418.64 feet to a point that is South 11°45'52" West of the above-designated Point "A"; thence South 11°45'52" West 396.68 feet to the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 29; thence South 89°34'35" East along said South line 132 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 29; thence South 89°34'05" East along the South line of said Northwest 1/4 of the Northeast 1/4 a distance of 284.33 feet to a point that is South 12°28'42" West of the point of beginning; thence North 12°28'42" East 237.20 feet to the point of beginning.

Parcel 2

From the intersection of the Southerly right-of-way line of Highway No. 44 and the West line of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 24 East, Lake County, Florida, run South 67°40'48" East along the Southerly right-of-way line of Highway No. 44, a distance of 9.72 feet to a concrete monument and the Point of Beginning of this description: From said Point of Beginning continue South 67°40'48" East along the Southerly right-of-way line of Highway No. 44, a distance of 384.22 feet to a concrete monument marking the P.C. of a curve concave to the North and having a radius of 3,869.83 feet; run thence Easterly along said curve a distance of 38.28 feet to a concrete monument; thence South 12°28'42" West 315.24 feet to a concrete monument; thence North 67°34'55" West 418.64 feet to a point that is South 11°45'52" West of the Point of Beginning; run thence North 11°45'52" East 315.22 feet, more or less, to the Point of Beginning.

Alternate Key #: 1585490

**LEESBURG MOOSE LODGE #1271
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
December 16, 2010**

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Leesburg Moose Lodge #1271, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to permit industrial and commercial uses on an approximately 7.0 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Leesburg Moose Lodge to operate, and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the south side of S.R. 44, east of Executive Boulevard and west of Progress Road. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit D

3. LAND USES

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan dated December 2010.
- 2) Permitted Uses shall be as follows:
 - a. Commercial and Light industrial uses including not-for-profit lodge/civic group and associated uses.
- 3) Uses prohibited shall be as follows:
 - a. primary residential
 - b. medical patience facilities
 - c. group homes
 - d. places of worship
 - e. crematoriums
 - f. educational facilities
 - g. personal services
 - h. gas station or convenience stores

- i. car wash
- j. restaurants
- k. transient accommodations
- l. vehicle sales, service and repair
- m. truck stops
- n. animal hospitals and kennels
- o. heavy industrial uses
- p. stockpiling
- q. all waste related services
- r. Any other similar uses which are not considered office, commercial or light industrial in character or intensity which may adversely impact the adjoining properties do to traffic, noise, dust, etc.

B. Area

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

C. Open Space

A minimum of twenty (20) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

- A. Access to the property is currently available from the adjacent West Main Street (SR 44 West).

5. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be those required for the SPUD district except as amended by these conditions including the Conceptual Plan.
- B. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

6. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

7. WETLANDS

- A. Should wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

8. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the

City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
- 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION

- A. If future redevelopment of the property is desired, any transportation improvements including but not limited to signalization, signage or turn lanes shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. All required transportation improvements shall comply with regulations of the City of Leesburg, Lake County, and/or the Florida Department of Transportation as applicable.

10. LANDSCAPING AND BUFFER REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances including;
- 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.

11. MAINTENANCE

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

12. OPERATIONAL REQUIREMENTS

- A. The applicant shall be subject to Section 12-19 Regulation of Public Nuisances of the City of Leesburg Code of Ordinances, as per attached Exhibit F.

13. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

14. **CONCURRENCY**

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

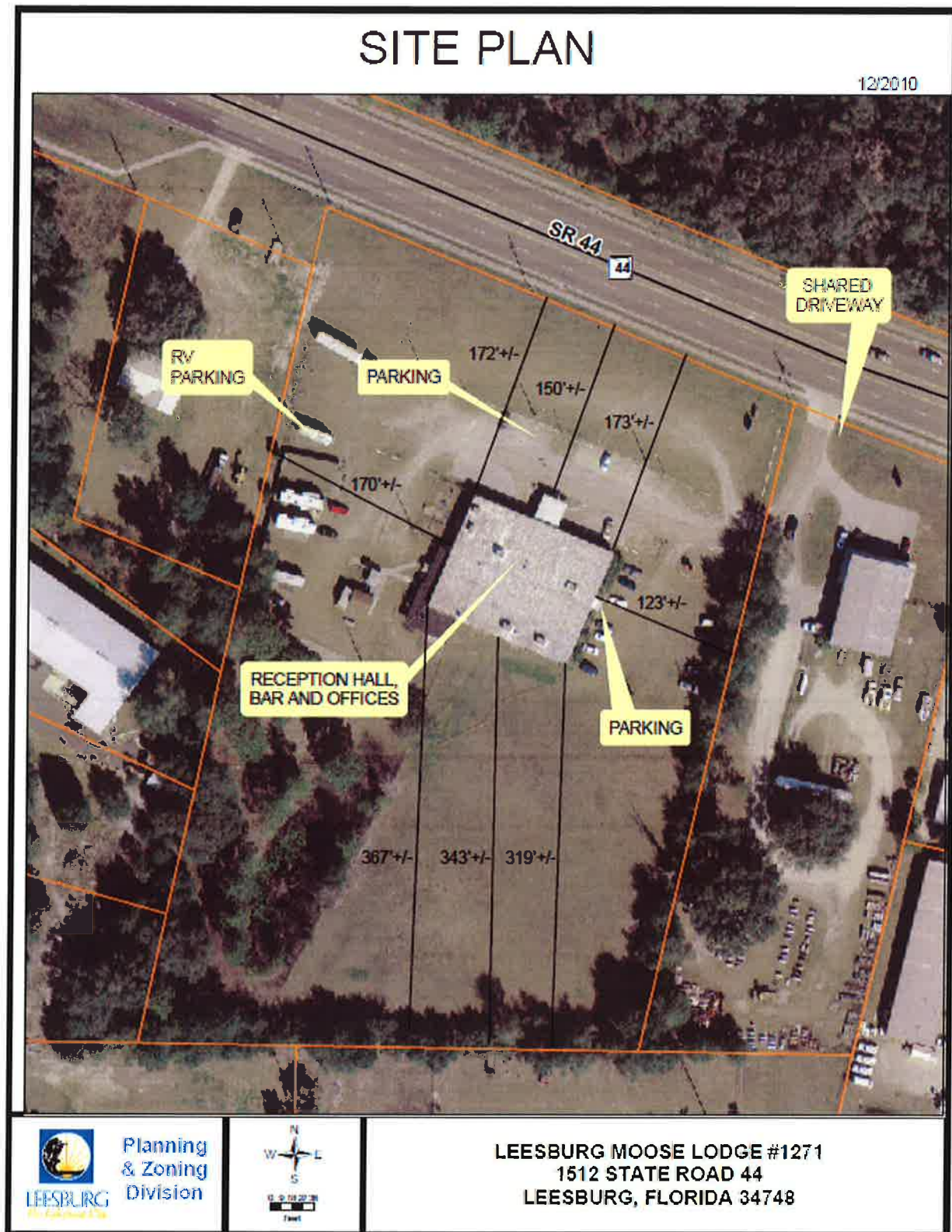
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Alternate Key #: 1585490



Section 12 – 19. Regulation of Public Nuisances.

- (a) As used in this Section, the term "public nuisance" shall mean any residential building, place of commercial business or other property that has been used as or has been the location of:
1. On more than two occasions within a 6 month period as the site of a violation of Chapter 796, Fla. Stat. (prohibiting acts of prostitution);
 2. On more than two occasions within a 6 month period as the site of the unlawful sale, delivery, manufacture or cultivation of any controlled substance;
 3. On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and the same premises have been adjudicated under this Ordinances as having been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;
 4. On more than two occasions within a 6 month period as the site of a violation of §812.019, Fla. Stat. related to dealing in stolen property;
 5. On more than two occasions within a 6 month period as the location of a public altercation including but not limited to any physical or sexual assault, battery, non – accidental gunshot injury or stabbing injury, or any fight involving a criminal gang, criminal gang member or criminal gang associate, or hate group, all as defined in §874.03, Fla. Stat.
 6. On more than four occasions within a 6 month period as the subject of citizen complaints regarding excessive noise, including music or musical instruments producing sufficient volume to be heard inside any residential structure more than 100 feet away from the site, with the windows closed; and raucous outdoor gatherings such as crowds assembled in a public or private parking lot (excluding any music or outdoor gatherings for which a special events permit has been issued under this Code).
- (b) Any residential building, commercial business or other property determined in the enforcement process set forth below to have met any of the conditions enumerated in subsection (1) of this Ordinance may be declared to be a public nuisance, and the owner or tenant thereof, or both when evidence so justifies, may be subjected to the penalties specified in this Ordinance.
- (c) This Ordinance shall be enforced by the Special Magistrate designated by the City to hear Code Enforcement cases, utilizing the procedures set forth below.
- (d) A complaint against an alleged public nuisance may be initiated by any Code Enforcement Officer or Police Officer of the City of Leesburg, by the Building Official, by the Community Development Department, or by any citizen. The procedure for the filing and processing of a complaint is as follows:

1. All complaints shall be in writing and under oath, and shall contain the name and mailing address of the complainant (for complaints initiated by any City employee that shall be the address of the City); the name and address of the commercial business or the address of the residential structure which is the subject of the complaint; the name and address of the property owner (and if not owner -- occupied, the name and address of the tenant) of the premises which are the subject of the complaint, if known; and a detailed description of the facts which the complainant believes justify a determination that the premises constitute a public nuisance under this Ordinance.
2. Once a complaint is filed, the City Manager or his designee shall review the complaint to determine that it is sufficient on its face to allege properly the existence of a public nuisance under this Ordinance. If the complaint is deemed sufficient on its face, the City shall investigate the premises to determine the name and address of the property owner and tenant. For the property owner, the information on the Lake County Property Appraiser's records shall be considered prima facie evidence of the name and mailing address of the owner. For the tenant, where applicable, the records of the Customer Service Department of the City reflecting the name and address of the utility customer at the location shall be deemed prima facie evidence of the identity and address of the tenant.
3. After the complaint is deemed sufficient on its face and the name and address of the property owner and tenant, if any, have been determined, the complaint shall be set for hearing before the Special Magistrate. The property owner and tenant, if any, shall be given written notice by both certified mail, return receipt requested, and regular first class mail, and by posting at the premises, not less than 15 calendar days prior to the scheduled hearing date, informing them of the filing of the complaint, the facts alleged as a basis for the allegation that the premises constitute a public nuisance, and of the date, time and location of the public hearing. The notice shall also inform the tenant and property owner that to prosecute any appeal of the Special Magistrate's decision will require a verbatim record of the hearing which the City does not provide and that it will be the responsibility of the property owner or tenant to provide for that verbatim record of the proceedings. A copy of this Ordinance shall be included in each notice. Due to the serious nature of the penalties which may be imposed hereunder, constructive notice by publication or posting alone may not be the basis for a public hearing under this Ordinance. However, the City may in its sole discretion serve a tenant or property owner personally by hand delivery, PROVIDED that service by hand delivery shall not eliminate the need to serve the notice by certified mail, regular mail and posting at the premises.

- (c) A public hearing on the complaint shall be held at the date and time set forth in the notice to the property owner and tenant. A property owner or tenant may request one postponement of the public hearing for not more than 30 days, for good cause, which request shall be granted by the Special Magistrate in the absence of a showing by the City or the complainant that the postponement will prejudice them in any way.
- (f) At the public hearing, all testimony shall be given under oath. Strict rules of evidence shall not apply but the Special Magistrate may take into account the persuasive value of evidence such as hearsay which would be inadmissible in a court of law. The City or citizen complainant shall proceed first, to present the evidence in support of the assertion that the property in question constitutes a public nuisance. The property owner, and tenant if any, shall then be entitled to present evidence in defense of the proposition that the property does not constitute a public nuisance. Each party may cross examine the witnesses of the other. Documentary evidence may be presented, however the Special Magistrate shall have discretion to reject or give lesser weight to any documentary evidence which is inadmissible in a court of law, such as hearsay or documents which are not properly authenticated. Following the presentations by the City or citizen complainant, the property owner and tenant, members of the general public in attendance may be allowed to speak under oath at the discretion of the Special Magistrate, provided that anyone speaking shall be subject to cross examination by the City or citizen complainant, the property owner and the tenant.
- (g) At the conclusion of the public hearing, the Special Magistrate shall announce a determination whether, based on the testimony and evidence presented, the property constitutes a public nuisance under this Ordinance. If a nuisance is determined to exist, and the property is occupied by a tenant, the order shall specify whether the nuisance is attributable solely to the acts or failure to act of the tenant, or whether the property owner is also complicit in the nuisance.
- (h) If the property is found to be a public nuisance, the Special Magistrate may impose any of the following penalties and sanctions:
 - (1) Fines of up to \$250.00 per day for each day the property is determined to have been operated as a public nuisance; provided that if the property has been determined to be a public nuisance in an earlier proceeding under this Ordinance then the fine may be up to \$500.00 per day for a recurring public nuisance, and provided further that the total fines imposed under this Ordinance on any parcel shall not exceed \$15,000.00;
 - (2) Entry of an order requiring the property owner to adopt such rules and procedures as may be appropriate under the circumstances to abate the nuisance;
 - (3) Entry of an order with a duration determined by the Special Magistrate, not to exceed one year, prohibiting the conduct which is found to have constituted a public nuisance and reserving jurisdiction over the property to the Special Magistrate for a period up to one year;

- (4) Imposition of an additional monetary penalty equal to the reasonable costs and reasonable attorneys' fees incurred by the City in the investigation of the public nuisance and the prosecution of the proceedings under this Ordinance leading to the determination of public nuisance;
- (5) For the third determination of public nuisance under this Ordinance on the same property within any one year period, the Special Magistrate may issue an order with a duration not to exceed one year, prohibiting the operation of the premises including closure of the place or premises or any part thereof, and the conduct, operation or maintenance of any business or activity on the premises which is conducive to the activities found to constitute a public nuisance;
- (6) Requiring the recordation in the Public Records of Lake County, Florida of the order finding the existence of a public nuisance in order to provide notice to subsequent purchasers, successors in interest, or assigns of the real property that it is subject to the order;
- (7) Requiring the recordation of the order imposing any fines or monetary penalties as a lien against the real property in question, and providing for the foreclosure of such lien and recovery of all costs, including reasonable attorneys' fees, incurred in the foreclosure process.

Copies of all orders entered under this Ordinance shall be served on the parties in the same manner provided herein for service of notice of the public hearing. Notwithstanding anything to the contrary in this Ordinance, the penalties provided for under subsections (1), (4), (5), and (7) above shall not be levied against an owner of real property if the nuisance found to exist is due solely to the acts of a tenant in the property in which the property owner is found not to have been complicit, and the property owner evicts the tenant within 90 days after notification of entry of an order finding the existence of a public nuisance attributable solely to the acts or failure to act of the tenant.

- (i) Any party aggrieved by the decision of the Special Magistrate may initiate an appeal of the decision to the Circuit Court in Lake County, Florida, by filing a notice of appeal with the City Manager which is received by the City Manager no later than 30 days after entry of the order being appealed. The appeal shall be governed by the Florida Rules of Appellate Procedure in all respects. No appeal shall act as a stay of the order under appeal unless the appellant seeks a stay of the order from the Circuit Court and files a supersedeas bond in the amount determined by the Circuit Court.
- (j) This Ordinance is intended to be a supplemental and non – exclusive method of adjudicating and penalizing public nuisances. Its enactment shall not be construed to limit the rights of the City of Leesburg or any citizen to proceed against an alleged public nuisance in any other manner permitted by law or in equity including seeking declaratory or injunctive relief, including but not limited to proceeding under §60.05, Fla. Stat.